



**Invitation to Bid 2A14-027**

**The City of Bristol is accepting Proposals on the following:**

**FIRE SYSTEM TESTS AND INSPECTIONS**

All bids must be submitted on forms and in accordance with specifications supplied by

The City of Bristol  
Purchasing Office  
111 North Main Street  
Bristol, CT 06010

Bids will be received until **11:00 am on November 6, 2013** and will be read publicly at that time.

Roger D. Rousseau  
Purchasing Agent  
Tel (860)584-6195  
Fax (860) 584-6171  
<http://www.bristolct.gov/bids>

Date issued: October 16, 2013



**INSTRUCTIONS TO BIDDERS  
City of Bristol, Connecticut 06010**

**Invitation to Bid 2A14-027  
Fire System Tests and Inspections**

The following instructions and specifications shall be observed by all Bidders:

**Time and Place of Bid Opening**

Sealed bids will be opened at **11:00am on November 6, 2013** in the Purchasing Office, 111 North Main Street, Bristol, Connecticut, 06010. Bids may be withdrawn 60 days after bid opening, if no award has been made.

**1. Intent**

The Intent of these specifications is to obtain a Contractor to Test and Inspect the Fire Alarm Systems and Sprinkler Systems in the Bristol Public Schools and Public Buildings in accordance with the State and National Fire Codes, for the period through December 31, 2016.

**2. Schedule**

Test and inspect the fire alarm and sprinkler systems in accordance with NFPA and State of Connecticut fire and safety codes. Successful contractor must have previous experience in testing such systems and be capable of documenting such test in writing. All fire alarm equipment tests are to be conducted semiannually. Sprinkler tests are to be done quarterly, all in accordance with NFPA regulations.

The contractor shall do all water flow and sprinkler tests in the summer months. Fire alarm tests shall be in February and summer vacation when school is not in session. All fire alarm and sprinkler equipment shall be restored to service as promptly as possible after each test. Any equipment that cannot be restored must be fixed immediately by the contractor. No building shall be left without an active system. Arrangements shall be made with the Building Supervisors for the initial testing.

Contractor shall give an hourly rate for repairs with their bid. The contractor will be responsible for returning the building to full service and full tie in to the central monitory station. Contractor will make arrangements for all tests that have to be supervised by the Fire Department and/or central mount station and be responsible for any cost associated with this test. Contractor to provide all equipment necessary to provide such services, including lift or ladder equipment, at its own expense.

Please note that routine maintenance will be done by City or BOE staff where practical.

### **3. Scope of Work**

Tests shall include but not be limited to the following:

- Clean and test for sensitivity on all smoke detectors (first and third years)
- Clean all duct detectors
- Clean all sampling tubes
- Clean all manual stations
- Check control panel input voltages
- Check control panel output voltages
- Check for electrical shorts and grounds
- Check for cold water pipe ground
- Check standby battery capacity
- Check battery charge rate
- Test releasing circuits (door holders, fans)
- Test audio circuits
- Test visual indicators
- Test all duct detectors
- Test all waterflow devices-actual flow-low pressure alarm and supervised gate valves
- Test all manual stations/stoppers
- Test all rate of rise heat detectors
- Test all resettable fixed element detectors
- Test all tamper devices (Supervisory)
- Test all low temperature devices
- Test all beam detectors/LLI's
- Check city tie and /or central station signal
- Test master box
- Complete NFPA 72 and NFPA 25 Certification of Test
- E.O.L. Supervision on initiating & alarm circuits

Please note that information relating to device counts and respective locations within City and Board of Education buildings is included with this Invitation to Bid as Attachment A.

### **4. Documentation**

All tests and inspections will be documented in accordance with NFPA 72 and NFPA 25. All NFPA Forms shall be in duplicate; one for the Local Fire Marshall and one for the Building Supervisor.

### **5. Duration of Contract**

The contract resulting from this specification shall be for a three year period from January 1, 2014 through December 31, 2016. Each Bidder will include on the Bid Form a percentage increase for each year after the first year. Please note that the cost for all three years will be considered in award.

### **6. Bid Security**

No Bid Bond required. Should the low bidder have previously failed to complete its performance satisfactorily on a contract with the City, before award, such bidder shall have five (5) days to post bond with the City in an amount deemed by the City to adequately cover the difference between the low bid and the next lowest responsible bidder. Such cash bond shall be forfeited in its entirety in the event of any problem with contract performance.

## **7. Indemnification**

The Bidder, in contracting with the City of Bristol for goods, services, materials, labor and the like with the City of Bristol, and its respective officers, agents and servants, does hereby agree that the bidder will indemnify and save harmless the City of Bristol, its respective officers, agents and servants from and against any and all claims, damages, losses, litigation expenses, counsel fees and compensation arising out of any injuries (including death) sustained by, or alleged to have been sustained by, the servants, employees or agents of the City of Bristol, or of the bidder or of any participant or spectator, and from injuries (including death) sustained by or alleged to have been sustained by, the public or any persons on or near the site or on any other person or damage to property, real or personal, including property of the City of Bristol and their respective officers, agents and servants, caused in whole or in part by the acts or omission of the bidder or any participant or spectator or anyone directly or indirectly employed or working for the bidder while engaged in the activity in the City of Bristol.

## **8. Insurance**

Prior to the execution of any contract, the City of Bristol requires that any awarded contractor providing materials, equipment or services to the City, must provide to the City a certificate of insurance (Acord or other approved format) naming the City of Bristol as additional insured, for the following:

- General liability (including completed operations coverage) in the amounts of \$1,000,000 (combined single limit) Bodily Injury/Property Damage coverage per occurrence, and \$2,000,000 general aggregate coverage.
- Automobile Liability in the amount of \$1,000,000 (combined single limit), Property Damage and Bodily Injury coverage
- Workman's Compensation as defined in Chapter 568 of the Connecticut General Statutes.

## **9. Price, Discounts, Payment, and Delivery**

Prices bid shall not include any taxes, Local, State or Federal, as the City is exempt from said taxes in accordance with C.G.S. 12-412. In addition to the prices bid, each bidder may quote binding discounts which will be considered in making the award, via separate attachment.

Amounts billed shall be reflective of services performed (e.g. quarterly inspections paid at the time of completion of quarterly inspections) and shall be paid upon completion of said services, in accordance with standard payment terms. Standard payment terms are net 30 days from receipt of properly executed invoice and after completion of services listed therein.

Please note that billing shall be made by section as shown on the bid proposal form, to accommodate payment processing by said distinct section.

## **10. No Bid**

Failure to return a bid will result in the removal of your firm's name from the Bid List. "No Bids" and responsive bids will result in your firm's retention on the Bid List.

## **11. Equal Opportunity - Affirmative Action**

The successful contractor shall comply in all aspects with the Equal Employment Opportunity Act. Each contractor with 15 or more employees shall be required to have an Affirmative Action Plan which declares that the contractor does not discriminate on the basis of race, color, religion, sex, national origin or age

and which specifies goals and target dates to assure the implementation of equal employment. Each contractor with fewer than 15 employees shall be required to have a written equal opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin or age. Findings of noncompliance with applicable State and Federal equal opportunity laws and regulations may be sufficient reason for revocation or cancellation of this contract.

## **12. Award**

The Purchasing Agent reserves the right to reject any or all bids, or the bids for any one or more commodities or contractual services included in any or all bids, to waive any informality in bids and unless otherwise specified to buy any part or the whole from one or more bidders when it is to the City's best interest to do so.

The individual signing this submittal hereby declares that no person or persons other than members of his/her own organization are interested in this Project or in the contract proposed to be taken; that it is made without any connection with any other person or persons making a proposal for the same work and is in all respects fair and without collusion or fraud; that no person acting or employed by the City of Bristol is directly or indirectly interested therein, or in the supplies or works to which it relates or will receive any part of the profit or any commission therefrom in any manner which is unethical or contrary to the best interests of the City of Bristol.

Please note that any contract executed by the City of Bristol is subject to the appropriation of funds on an annual basis

## **13. Addenda to this Document**

If it becomes necessary to revise any part of this scope or if additional data is necessary to enable submission of response to this document, revisions or addenda will be provided to all prospective firms who receive this document; such revisions or addenda will additionally be posted on the following website:  
<http://www.bristolct.gov/bids>

This document includes an acknowledgement page; this page shall be faxed back to the City upon receipt, to ensure proper notification of changes to published documents. The City does not assume responsibility for any vendor that does not receive revisions or addenda, where the vendor has not acknowledged receipt of any portion thereof.

## **14. Termination**

Subject to the provisions below, the contract may be terminated by either party, upon thirty (30) days' advance notice to the other party, but if any work or services hereunder are in progress, but not completed, as of the date of termination, then this contract may be extended upon written approval by the City until said work or services are completed and accepted.

### ***A. Termination For Convenience***

In the event that the contract is terminated or canceled upon request and for the convenience of the City, without the required thirty (30) Days' advance written notice, then the City shall negotiate reasonable termination costs, if applicable.

### ***B. Termination For Cause***

Termination by the City for cause, default or negligence on the part of the Bidder shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days' advance notice requirement is waived in the event of termination by cause.

**BID FORM  
CITY OF BRISTOL, CONNECTICUT 06010**



**FIRE ALARM SYSTEMS TESTING & INSPECTIONS**

**Invitation to Bid 2A14-027**

Bids Due: 11:00 am, November 6, 2013

Purchasing Office  
111 North Main Street  
Bristol, Connecticut 06010

In accordance with the above specifications, the undersigned agrees to test and inspect Fire Alarm and Sprinkler Systems at a cost per building, per annum:

	<b>Fire Alarms</b>	<b>Sprinkler Systems</b>
A. Bristol Central High School	\$ _____	\$ _____
Bristol Eastern High School	\$ _____	\$ _____
Edgewood School	\$ _____	\$ _____
Ellen P. Hubbell School	\$ _____	\$ _____
Ivy Drive School	\$ _____	\$ _____
John J. Jennings School	\$ _____	\$ _____
Mountain View School	\$ _____	\$ _____
South Side School	\$ _____	\$ _____
Stafford School	\$ _____	\$ _____
Chippens Hill Middle School	\$ _____	\$ _____
Northeast Middle School	\$ _____	\$ _____
Board of Ed Office and Warehouse	\$ _____	\$ _____
West Bristol K-8 School	\$ _____	\$ _____
Greene-Hills K-8 School	\$ _____	\$ _____
<b>Subtotal Section A:</b>	<b>\$ _____</b>	<b>\$ _____</b>

	<b>Fire Alarms</b>	<b>Sprinkler Systems</b>
B. Bristol City Hall	\$ _____	
Police/Court Complex (incl Garage)	\$ _____	\$ _____
Senior Community Center	\$ _____	\$ _____
City Yard-Vincent P Kelly Road	\$ _____	
Water Pollution Control Facility	\$ _____	
Youth Services-51 High Street	\$ _____	
<b>Annual Subtotal Section B:</b>	<b>\$ _____</b>	<b>\$ _____</b>
C. Page Park Pool	\$ _____	\$ _____
Dennis Malone Aquatic Center	\$ _____	\$ _____
<b>Annual Subtotal Section C:</b>	<b>\$ _____</b>	<b>\$ _____</b>
D. Main Library	\$ _____	\$ _____
Manross Library	\$ _____	
<b>Annual Subtotal Section D:</b>	<b>\$ _____</b>	<b>\$ _____</b>
E. Fire House 2	\$ _____	\$ _____
Fire House 3	\$ _____	\$ _____
Fire House 4	\$ _____	\$ _____
Fire House 5	\$ _____	\$ _____
<b>Annual Subtotal Section E:</b>	<b>\$ _____</b>	<b>\$ _____</b>
F. Memorial Boulevard School	\$ _____	\$ _____
Clarence A. Bingham School	\$ _____	\$ _____
Clara T. O'Connell School	\$ _____	\$ _____
<b>Annual Subtotal Section F:</b>	<b>\$ _____</b>	<b>\$ _____</b>
<b>Annual Total All Sections:</b>	<b>\$ _____</b>	<b>\$ _____</b>

Initial testing and inspection to start \_\_\_\_\_ days after receipt of purchase order and take \_\_\_\_\_ days.

**Escalation:** Pursuant to section 5 of the above specifications, the above rates shall be applicable to the first year, and shall not increase annually above the following rate: \_\_\_\_\_ %

The undersigned is familiar with the conditions surrounding this call for bids, is aware that the City reserves the right to reject any and all bids, is submitting this bid without collusion with any other person, individual or corporate.

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Witness

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Signature

---

Company Name

---

Printed Name

---

Address

---

Title

---

Town

State

Zip Code

Date

---

Federal ID #

---

Telephone Number

---

E-Mail Address

---

Fax Number



**RETURN THIS FORM IMMEDIATELY!**

City of Bristol, Connecticut  
Acknowledgment: Receipt of Bid Documents

Bid Number: **2A14-027**

Title: **Fire Alarm Systems Tests and Inspections**

Please take a moment to acknowledge receipt of the attached bid documents. Your compliance with this request will help us to maintain proper follow-up procedures while ensuring that all recipients have the opportunity to submit proposals.

Date invitation to bid was issued October 16, 2013

Date invitation to bid was received \_\_\_\_/\_\_\_\_/\_\_\_\_

Do you plan to submit a proposal? Yes\_\_\_\_ No\_\_\_\_

Print or type the following information:

Company name: \_\_\_\_\_

Address: \_\_\_\_\_

City or Town: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Received by: \_\_\_\_\_

**Note: Faxed acknowledgments are requested!**

**FAX (860)584-6171**

**A cover sheet is NOT necessary.**

**IMPORTANT: DO NOT FAX PROPOSALS.**

**PROPOSALS MUST BE SUBMITTED IN SEALED PACKAGES**

Location	Monitoring entity	Control unit	Circuit Style	Number of circuits	manual alarm boxes	Ion detectors	Photo detectors	Duct detectors	Heat detectors	Water flow switches	Supervisory switches	Other	Horns	Strobes	Speakers	Horns and lights	Signaling line circuits	appliance circuits
<b>Section A</b>																		
Bristol Central	CWJ Electric	Notifier AFP2020	Style 4	6 loops	54	1	311	46	57	4	11	Ansul connect	219	244	25		6	30
Bristol Eastern	CWJ Electric	Notifier AFP2020	Style 4	6 loops	64		341	29	43	6	11	Ansul connect	191	215	24		6	10
Edgewood	AAA	Simplex 2001	Class B	6	9		39	3	11								blank	2
Hubbell	AAA	Notifier System 5000	Class B	24	11	54		6	8				16	23	2	horns only 4	blank	6
Ivy Drive	AAA	Garnwell/Notifier 21039-19	Class B	1	21											13	0	2
		Dual Alarm/SFP 2402	Conventional Loop															
Mountain View	AAA	Garnwell 21039	Class B	1	10								13			13 lights	blank	2
South Side	AAA	FCI 7200 w/voice	Style 4	2 loops	21	0	51	12	23				21 Class B	42 Class B			2	4
Storford	AAA	Simplex 2001-8023	Class B	16	18		47		15				23	23			0	2
Chippens Hill	AAA	Edwards EST-IRC 3	Class B	25	54	60 Style 4		12 Style 4					97 Class B	23 Class B	26 Class B		1	8
Northeast	AAA	Garnwell FLEX 404	Class B	4 zones	14		50						24	24			blank	1
BOE Admin	AAA	Notifier AFP 200	Class B	1 loop	10		10		22							9 Simplex Horn-Light	1	4
BOE Admin/Whse	AAA	Simplex 2001	Class B	1	3				4							1	0	1
West Bristol K8	AAA																	
Greene-Hills K8	AAA																	
<b>Section B</b>																		
City Hall	AA	Simplex 4002	Class B	10 zones		1	1	4	22			2 duct heat detectors						
Police & Court	AA	Simplex 4002-4008 Sensiscan 2000	Class B		15		10	5										
Senior Center	AA	Garnwell FLEX 410	Class B	10 zones	21	45		3	24				27	41			blank	
City Yard	AA	Edwards	Class B	2 in use	10				35				14	14			1	
WPC																		
Youth Services	AA	Edwards Quick Start			13		35		5				15 chimes	15			blank	
<b>Section C</b>																		
Page Pool	AA	Notifier SFP-1024	Class B	10 zones		4							4	3			blank	
Malone Pool	AA	Notifier SFP-1024 25/50 Voice Panel		2 loops	8		1		2	2				7	7	Voice Evacuation for Panel	blank	
<b>Section D</b>																		
Main Library	AA	Notifier ONYX-640 w/voice	Style 4	1 loop	20	0	11	6	9	5	7		1 Class B	30 Class B	21 Class B	1 Shunt trip control Style 4	0	
Manross Library	AA	Notifier AFP-200	Style 4	1 loop	4	7		2	22				6	8			1	



## **CITY OF BRISTOL, CONNECTICUT NON-COLLUSION CERTIFICATION**

The undersigned certifies under penalty of false statement that this proposal or contract has been made, submitted and executed in good faith and without collusion or fraud with any other person, and without any agreement designed to limit independent bidding or competition. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

I further certify that I have not provided or directed to be provided gifts, meals, or gratuities, as defined in Sec. 2-129(b) of the Bristol Code of Ordinances to any official or employee of the City of Bristol responsible for awarding or administering this bid or contract.

### **Please complete and sign**

Legal Name of Bidder: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Authorized Agent \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Employment  
Information Form



**City of Bristol**  
Workplace Analysis Affirmative Action Report  
Employment Information Form

Purchasing Department  
111 North Main Street  
Bristol, CT 06010

Company Name Street Address City State Zip	Contact Person	Phone Number	Date
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Report all permanent full-time or part-time employees, including apprentice and on-the-job trainees. Enter the number on all lines and in all columns.

JOB CATEGORY	A. OVERALL TOTALS (sum of all columns, B-F Male & Female)	B. WHITE (not of Hispanic origin)		C. BLACK (not of Hispanic origin)		D. HISPANIC		E. ASIAN/PACIFIC ISLANDER		F. AMERICAN INDIAN OR ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officers/Managers											
Professionals											
Technicians											
Sales Workers											
Office/Clerical											
Craft Workers (skilled)											
Operatives (semi-skilled)											
Laborers (unskilled)											
Service workers											
TOTALS ABOVE											

Do you use minority businesses as subcontractors or suppliers?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Explain:
If CT based, do you post all employment openings with the State Of CT Employment Service?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Explain:
Do you use an Affirmative Action Plan?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Explain:
Describe your recruitment, hiring, training and promotion anti-discrimination practices.		



# City of Bristol Connecticut

**Purchasing Department  
111 North Main Street  
Bristol, CT 06010  
Standard Bid and Contract Terms and Conditions**

Telephone Number:  
(860) 584-6195

Fax Number:  
(860) 584-6171

<http://www.bristolct.gov>

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**All Invitations For Bids issued by the City of Bristol ("City") will bind Bidders to the terms and conditions listed below, unless specified otherwise in any individual Invitation For Bids.**

**The contractor agrees to comply with the statutes and regulations as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.**

## **Submission of Bids**

1. Bids must be submitted on forms supplied by the City Purchasing Department. Telephone or facsimile bids will not be accepted in response to an Invitation For Bids.

2. Bidders shall bear any and all costs associated with response to this invitation to bid, including the costs for any presentation and/or demonstrations (if applicable).

3. The time and date bids are to be opened is given in each bid issued. Bids received after the specified time and date of bid opening given in each bid proposal shall not be considered. **Bid envelopes must clearly indicate the bid number** as well as the date and time of the opening of the bid. The name and address of the Bidder shall appear in the upper left hand corner of the envelope.

4. If it becomes necessary to revise any part of this request or if additional data is necessary to enable interpretation of provisions of this document, revisions or addenda will be provided to all prospective firms who receive this document; such revisions or addenda will additionally be posted on the following website:  
<http://www.bristolct.gov/bids>

5. This document includes an acknowledgement page; this page must be faxed back to the Purchasing Department, to ensure proper notification of changes to the published documents. The City of Bristol does not assume responsibility for any vendor that does not receive revisions or addenda, where the vendor has not acknowledged receipt of any portion thereof.

6. Incomplete bid forms may result in the rejection of the bid. Amendments to bids received by the City after the time specified for opening of bids, shall not be considered. Bids shall be computer prepared, typewritten or handwritten in ink. All bids shall be signed by a person duly authorized to sign bids on behalf of the bidder. Unsigned bids shall be rejected. Errors, alterations or corrections on both the original and copy of the proposal schedule to be returned must be initialed by the person signing the bid proposal or their authorized designee. In the event an authorized designee initials the correction, there must be written authorization from the person signing the bid proposal

to the person initialing the erasure, alterations, or correction. Failure to do so shall result in rejection of bid for those items erased, altered or corrected and not initialed.

7. The City of Bristol reserves the right to accept or reject any and all bid responses, in whole or in part, to waive technical defects, irregularities and omissions if, in its judgement, the best interests of the City will be served. Determination of the best interests of the City shall include consideration of pending civil litigation between the City and any firm submitting a bid to the City or its subcontractor or supplier.

8. Conditional bids are subject to rejection in whole or in part. A conditional bid is defined as one which limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the invitation for bids.

9. Alternate bids will not be considered, unless specifically authorized in the invitation to bid. An alternate bid is defined as one which is submitted in addition to the bidders primary response to the invitation for bids.

10. Prices should be extended in decimal, not fraction, to be net, and shall include transportation and delivery charges fully prepaid by the Contractor to the destination specified in the bid, and subject only to cash discount. In the event of a discrepancy between the unit price and the extension, the unit price shall govern.

11. Pursuant to Section 12-412 of the Connecticut General Statutes, municipalities are exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in bid prices.

12. By its submission the Bidder represents that the bid is not made in connection with any other Bidder submitting a bid for the same commodity or commodities and is in all respects fair and without collusion or fraud.

13. All bids will be opened and read publicly and upon award are subject to public inspection, subject to the provisions of Section 1-210 of the Connecticut General Statutes (Freedom of Information). Copies of information resulting from any bid opening are generally not available until a contract has been formally awarded.

## **Guaranty or Surety**

14. Bid and or performance bonds may be required, if specifically required within the specifications. Bonds must meet the following requirements:

**Corporation** - must be signed by an official of the corporation above their official title and the corporate seal must be affixed over the signature; **Firm or Partnership** - must be signed by all the partners and indicate they are "doing business as"; **Individual** - must be signed by the owner and indicated as "Owner". The



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surety company executing the bond or countersigning must be licensed in Connecticut and the bond must be signed by an official of the surety company with the corporate seal affixed over their signature. Signatures of two witnesses for both the principal and the surety must appear on the bond. Power of attorney for the official signing the bond for the surety company must be submitted with the bond.

15. The City requires General Liability insurance (including Completed Operations coverage) from all contractors doing business with the City, in the amounts of \$1,000,000 (combined single limit) Bodily Injury-Property Damage Coverage per occurrence and \$2,000,000 aggregate coverage; as well as \$1,000,000 automobile liability where the use of a vehicle is used in the performance of this contract, and workers compensation as defined in the Connecticut General Statutes. The City is to be named as an additional insured on all policies.

### **Samples**

16. Accepted bid samples do not supersede specifications for quality unless sample is superior in quality. All deliveries shall have at least the same quality as the accepted bid sample. Samples are furnished free of charge. Samples may be held for comparison with deliveries.

### **Award**

17. Award will be based on quality of the articles or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, and financial responsibility. The Purchasing Department may correct inaccurate awards resulting from clerical or administrative errors.

18. The Purchasing Department may reject any bidder in default of any prior contract or guilty of misrepresentation or any bidder with a member of its firm in default or guilty of misrepresentation.

19. In the event that a local business submits a bid to the City that is within 4% of the lowest qualified bidder and is considered to be in compliance with the requirements set forth in the bid, the local business shall be allowed the opportunity to accept the award of the contract at the amount of the lower bid. Such practice shall apply to all City bids for all City departments, with the following exceptions:

1. Contracts exceeding \$1,000,000.00.
2. Professional services, awarded on subjective and objective criteria in addition to cost.
3. Contracts using state, federal or other funds that have governing regulations disallowing such practice.
4. Contracts awarded on behalf of the Bristol Water Department as a separate enterprise fund.

### **Contract**

20. The existence of the contract shall be determined in accordance with the requirements set forth above. However, the award of the contract is not an order to ship.

21. The Contractor shall not assign or otherwise dispose of their contract or their right, title or interest, or their power to execute such contract to any other person, firm or corporation without the prior written consent of the Purchasing Department.

22. Bidders have ten days after notice of award to refuse acceptance of the award; after ten days the award will be binding on the Contractor. If the Contractor refuses to accept the award within the ten day period, the award will be made to the next lowest responsible qualified bidder.

23. Failure of a Contractor to deliver commodities or perform services as specified will constitute authority to purchase said commodities or services on the open market. Contractor agrees to promptly reimburse the City for excess cost of these purchases. The purchases will be deducted from the contracted quantities.

24. The bidder hereinafter referred to as persons requesting the use of city facilities of the City of Bristol, or in contracting with the City of Bristol for goods, services, materials, labor and the like with the city of Bristol and its respective officers, agents and servants agrees to indemnify, defend and save harmless from and against any and all claims, damages, losses, litigation expenses, counsel fees and compensation arising out of any injuries (including death) sustained by, or alleged to have been sustained by, the servants, employees or agents of the City of Bristol and its respective officers, agents and servants, or of the bidder or of any participant or spectator, and from injuries including death) sustained by, or alleged to have been sustained by, the public or any persons on or near the site or on any other person or damage to property, real or personal, including property of the city of Bristol and their respective officers, agents, and servants, caused in whole or in part by the acts or omission of the Bidder or any participant or spectator or anyone directly or indirectly employed or working for the bidder while engaged in the activity in the City of Bristol.

25. Notwithstanding any provision or language in this contract to the contrary, the purchasing agent may terminate this contract whenever he/she determines in his/her sole discretion that such termination is in the best interests of the City. Any such termination shall be effected by delivery to the Contractor of a written notice of termination. The notice of termination shall be sent by registered mail to the Contractor address furnished to the City for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Contractor



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111 North Main Street  
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shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing his duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the City. In the event of such termination, the Contractor shall be entitled to reasonable compensation as determined by the Office of Corporation Counsel for the City of Bristol, however, no compensation for lost profits shall be allowed.

26. The individual signing this submittal hereby declares that no person or persons other than members of his/her own organization are interested in this Project or in the contract proposed to be taken; that it is made without any connection with any other person or persons making a proposal for the same work and is in all respects fair and without collusion or fraud; that no person acting for or employed by the City of Bristol is directly or indirectly interested therein, or in the supplies or works to which it relates or will receive any part of the profit or any commission therefrom in any manner which is unethical or contrary to the best interests of the City of Bristol.

### **Delivery**

27. All products and equipment delivered must be new, and shall include any and all manufacturer warranties, unless otherwise stated in the bid specifications.

28. Delivery will be onto the specified City loading docks by the Contractor unless otherwise stated in the bid specifications.

29. Payment terms are net 30 days after receipt of goods or properly executed invoice, whichever is later, unless otherwise specified. A contractor may quote payment discount terms which may be considered in making the award.

30. Charges against a Contractor shall be deducted from current obligations. Money paid to the City by the Contractor shall be payable to the Treasurer, City of Bristol.

### **Saving Clause**

31. The Contractor shall not be liable for losses or delays in the fulfillment of the terms of the contract due to wars, acts of public enemies, strikes, fires, floods, acts of God or any other acts not within the control of or reasonably prevented by the Contractor. The Contractor will give written notice of the cause and probable duration of any such delay.

### **Advertising**

32. Contractors may not reference sales to the City for advertising and promotional purposes without the prior specific approval of the Purchasing Department.

### **Rights**

33. Any and all data collected by the contractor relative to either the performance of services or delivery of materials shall remain the sole property of the City of Bristol. Such data includes historic usage of materials and services as collected by the contractor, as it relates to Bristol purchasing activity. The City has sole and exclusive right and title to all printed material produced for the City, whether acceptable or unacceptable, and the contractor shall not copyright any printed matter produced under the contract.

34. The Contractor assigns to the City all rights title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the general statutes. This assignment occurs when the Contractor is awarded the contract.

35. Contractor agrees that it is in compliance with all applicable federal, state and local laws and regulations, including but not limited to Connecticut General Statutes Sections 4a-60 and 4a-60a, as well as the provisions of Title VI of the Civil Rights Act of 1964 and all amendments thereto. The Contractor also agrees that it will hold the City harmless and indemnify the City from any action which may arise out of any act by contractor concerning lack of compliance with these laws and regulations. All purchases will be in compliance with Section 22a-194 to Section 22a-194g of the Connecticut General Statutes related to product packaging.

36. This contract is subject to provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973 and section 16 of Public Act 91-58 nondiscrimination regarding sexual orientation, and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.